

Execution version

Dated

5 May 2023

**Metals Exploration Pte Ltd**

and

**Amber Harvest Investments Pte Ltd**

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**Agreement for Management Services**

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This Agreement for Services (“Agreement”) is dated

5 May 2023

**Between**

- (1) **Metal Exploration Pte Ltd** of 6 Temasek Boulevard, 29-00 Suntec Tower Four Singapore 038986 (**Company**); and
- (2) **Amber Harvest Investments Pte Ltd.** of 1 Marina Boulevard, #21-01 One Marina Boulevard, Singapore 018989 (**Amber Harvest**),

**Agreed Terms**

**1 Interpretation**

- 1.1 The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

<b>Board</b>	the board of directors of the Company (including any committee of the board duly appointed by it).
<b>Business of the Company</b> investment company.	mineral resources exploration, development, consulting and investment company.
<b>Business Opportunities</b>	any opportunities which Amber Harvest or the Individual becomes aware of during the Engagement which relate to the Business of the Company or any Group Company or which the Board reasonably considers might be of benefit to the Company or any Group Company.
<b>Capacity</b>	as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
<b>Company Property</b>	all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Company or Group Company or its or their customers and business contacts, and any equipment, keys, hardware or software provided for Amber Harvest or the Individuals use by the Company during the Engagement, and any data or documents (including copies) produced, maintained or stored by Amber Harvest or the Individual on the computer systems or other electronic equipment of the Company, Amber Harvest or the Individual during the Engagement.
<b>Commencement Date</b>	1 January 2023.
<b>Confidential Information</b>	information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Company or any Group Company for the time being

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confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Company or any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) all information acquired during the appointment and including (but not limited to) information that Amber Harvest or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

<b>Engagement</b>	the engagement of Amber Harvest by the Company on the terms of this agreement.
<b>Group Company</b>	the Company, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.
<b>holding company</b>	has the meaning given in clause 1.7.
<b>Individual</b>	Darren Bowden.
<b>Intellectual Property Rights</b>	patents, rights to Inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Invention</b>	any invention, idea, discovery, development, improvement or innovation made by Amber Harvest or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
<b>Services</b>	the services described in Schedule 1.
<b>subsidiary</b>	has the meaning given in clause 1.7.
<b>Termination</b>	the termination of the Engagement with the Company under this agreement, however caused.

<b>Termination Date</b>	the date of termination of this agreement, howsoever arising.
<b>UK</b>	United Kingdom
<b>UK Data Protection Legislation</b>	any data protection legislation from time to time in force in the UK including the UK Data Protection Act 2018 or any successor legislation.
<b>Works</b>	all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by Amber Harvest or the Individual in connection with the provision of the Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the UK Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

## 2 Term of engagement

- 2.1 The Company shall engage Amber Harvest and Amber Harvest shall make available to the Company the Individual to provide the Services on the terms of this Agreement.
- 2.2 The Engagement shall be deemed to have commenced on the Commencement Date and subject to the remaining terms of this Agreement, shall be for an initial fixed term of 12 months expiring on 1 January 2023 (**Initial Term**), unless terminated earlier by the Company giving Amber Harvest not less than three month's notice. Subject to the Agreement of the Parties, the Engagement may continue following the expiry of the Initial Term unless or until terminated by either party giving the other not less than three months' notice in writing.

## 3 Duties and obligations

- 3.1 During the Engagement Amber Harvest shall, and (where appropriate) shall procure that the Individual shall:
- 3.1.1 provide the Services with all due care, skill and ability and use his best endeavours to promote the interests of the Company;
- 3.1.2 unless the Individual is prevented by ill health or accident, devote his full time to the carrying out of the Services; and
- 3.1.3 promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Company.
- 3.1.4 be available to travel overseas on the Company's business as the board of the Company (Board) may require.
- 3.2 If the Individual is unable to provide the Services due to illness or injury, Amber Harvest shall advise the Company of that fact as soon as reasonably practicable. For the avoidance of doubt, where the Individual is unable to provide the Services due to illness or injury for, the Services shall be subject to adjusted pro-rata fees for any period that is in excess of a cumulative total of 3 (three) weeks in any calendar year.
- 3.3 Amber Harvest shall use its reasonable endeavours to ensure that the Individual is available at all times on reasonable notice to provide such assistance or information as the Company may require.

- 3.4 Unless it or he has been specifically authorised to do so by the Company in writing:
- 3.4.1 neither Amber Harvest nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Company unless specifically authorized by the Board; and
- 3.4.2 Amber Harvest shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the Company with other parties unless specifically authorized by the Board.
- 3.5 Amber Harvest shall, and shall procure that the Individual shall, comply with all reasonable standards of safety and comply with the Company's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Company any unsafe working conditions or practices.
- 3.6 Amber Harvest shall procure that the Individual shall comply with the Company's policies on social media, use of information and communication systems, anti-harassment and bullying, no smoking, dress code and substance misuse. Furthermore, Amber Harvest shall and shall procure the Individual shall comply with the provisions of Article 19 of the Market Abuse Regulation (596/2014/EU), any Group Company's share dealing code in relation to dealing in any Group Company's publicly traded or quoted securities, and any such other code as the Company may adopt from time to time which sets out the terms for dealings by directors in any Group Company's publicly traded or quoted securities;
- 3.7 Amber Harvest undertakes to the Company that during the Engagement it shall, and shall procure that the Individual shall, take all reasonable steps to offer (or cause to be offered) to the Company any Business Opportunities as soon as practicable after the same shall have come to its or his knowledge and in any event before the same shall have been offered by Amber Harvest or the Individual (or caused by Amber Harvest or the Individual to be offered) to any other party provided that nothing in this clause shall require Amber Harvest or the Individual to disclose any Business Opportunities to the Company if to do so would result in a breach by Amber Harvest or the Individual of any obligation of confidentiality or of any fiduciary duty owed by it or him to any third party.
- 3.8 Amber Harvest shall, and shall procure that the Individual shall:
- 3.8.1 comply with all applicable laws, regulations, codes and sanctions relating to mining and environmental laws in the Philippines including but not limited to the Philippine Mining Act of 1995 (Republic Act No. 7942), the Department of Environment and Natural Resources, Mines and Geosciences Bureau and Environment Management Bureau;
- 3.8.1a comply with all the terms and conditions of the Financial or Technical Assistance Agreement (FTAA No. 04-2009-11) dated September 19, 2009 between the Company's subsidiary, FCF Minerals Corporation (FCF) and the Republic of the Philippines and ensure that FTAA No. 04-2009-11 be maintained in good standing at all times;
- 3.8.1b comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (**Relevant Requirements**) and the relevant laws of the Philippines, including but not limited to Republic Act No. 3019, otherwise known as the Philippine Anti-Graft and Corrupt Practices Act; Republic Act 6713 (The Code of Conduct and Ethical Standards for Public Officials and Employees), and Batas Pambansa Bilang 881 (the Omnibus Election Code) (**Relevant Philippine Requirements**);
- 3.8.1 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK and if carried out in relation to projects located in the Philippines, under the relevant sections of the Relevant Philippine Requirements;
- 3.8.2 comply with the Company's anti-bribery and anti-corruption policies as the Company may update them from time to time (**Relevant Policies**) and Market Abuse Regulation (596/2014/EU), the Disclosure Guidance and Transparency Rules of the UK Listing Authority and section 52 of the UK Criminal Justice Act 1993 on insider dealing.
- 3.8.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the UK Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Philippine Requirements, Relevant Policies and clause 3.8.1, and will enforce them where appropriate;

- 3.8.4 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by Amber Harvest or the Individual in connection with the performance of this Agreement;
- 3.8.5 immediately notify the Company if a foreign public official becomes an officer or employee of Amber Harvest or acquires a direct or indirect interest in Amber Harvest (and Amber Harvest warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
- 3.8.6 ensure that all persons associated with Amber Harvest or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.8; and
- 3.8.7 within two weeks of the date of this agreement, certify to the Company in writing signed by an officer of Amber Harvest, compliance with this clause 3.8 by Amber Harvest and all persons associated with it, including the Individual, and all other persons for whom Amber Harvest is responsible under clause 3.8.6. Amber Harvest shall provide such supporting evidence of compliance as the Company may reasonably request.
- 3.9 Failure to comply with clause 3.8 may result in the immediate termination of this Agreement.
- 3.10 For the purpose of clause 3.8, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively, and the Relevant Philippine Requirements..
- 3.11 Amber Harvest shall, and shall procure that the Individual shall:
- 3.11.a not engage in any activity, practice or conduct which would expose the Company's subsidiary FCF to any environmental liabilities under FTAA No. 04-2009-11 and relevant environmental laws;
- 3.11.1 not engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion facilitation offence under section 45(1) of the UK Criminal Finances Act 2017; or
  - (b) a foreign tax evasion facilitation offence under section 46(1) of the UK Criminal Finances Act 2017;
  - (c) a criminal act under the Philippine Revised Penal Code and the Relevant Philippine Requirements;
- 3.11.2 comply with the Company's anti-corruption and bribery policy as the Company may update from time to time;
- 3.11.3 have and shall maintain in place throughout the term of this Agreement such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of Amber Harvest), in accordance with any guidance issued under section 47 of the UK Criminal Finances Act 2017 and the National Internal Revenue Code of the Philippines, as amended (NIRC);;
- 3.11.4 promptly report to the Company any request or demand received by Amber Harvest or the Individual from a third party to facilitate the evasion of tax within the meaning of Part 3 of the UK Criminal Finances Act 2017 and the NIRC in connection with the performance of this Agreement;
- 3.11.5 ensure that all persons associated with Amber Harvest or other persons who are performing services or providing goods in connection with this agreement comply with this clause 3.11, and
- 3.11.6 within two weeks of the date of this agreement certify to the Company in writing signed by an officer of Amber Harvest compliance with this clause 3.11 by Amber Harvest and all persons associated with it, including the Individual, and all other persons for whom Amber Harvest is responsible under clause 3.11.5. Amber Harvest shall provide such supporting evidence of compliance as the Company may reasonably request.



3.12 Failure to comply with clause 3.11 may result in the immediate termination of this Agreement.

#### **4 Fees**

4.1 The Company shall pay Amber Harvest a fee of US\$468,000 per annum (inclusive of any fees due to the Individual by the Company as Officer of the Company, and of any applicable VAT, GST, VAT, withholding tax, income tax or any other applicable taxes whether in existence now or in future). During the last week of each month during the Engagement Amber Harvest shall submit to the Company an invoice for the Services provided during that month.

4.2 In consideration of the provision of the Services, the Company shall pay each invoice submitted by Amber Harvest in accordance with clause 4.1, within 3 (three) working days of the receipt of the invoice.

4.3 The Board may exercise its discretion to award a bonus without affecting the other terms of the Engagement. There is no obligation to award any bonus. There will be no review of a discretionary bonus after notice has been given by either party to terminate this Agreement.

4.4 The Company shall be entitled to deduct from the fees (and any other sums) due to Amber Harvest any sums that Amber Harvest or the Individual may owe to the Company or any Group Company at any time.

4.5 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Company or any Group Company against Amber Harvest or the Individual in respect of the provision of the Services.

#### **5 Expenses**

5.1 The Company shall reimburse all reasonable expenses properly and necessarily incurred by Amber Harvest or the Individual in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

5.2 If the Individual is required to travel in the course of the Engagement, the Company shall be responsible for any necessary inoculations and immigration requirements.

#### **6 Other activities**

6.1 Nothing in this Agreement shall prevent Amber Harvest or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

6.1.1 such activity does not cause a breach of any of Amber Harvest's obligations under this Agreement;

6.1.2 Amber Harvest shall not, and shall procure that the Individual shall not, engage in any such activity if it relates to a business which is similar to, or in any way competitive with the Business of the Company and/or any Group Company without the prior written consent of the Board; and

6.1.3 Amber Harvest shall give priority to the provision of the Services to the Company over any other business activities undertaken by it during the course of the Engagement.

#### **7 Confidential information and Company property**

7.1 Amber Harvest acknowledges that in the course of the Engagement it and the Individual will have access to Confidential Information. Amber Harvest has therefore agreed to accept the restrictions in this clause 7.

7.2 Amber Harvest shall not, and shall procure that the Individual shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

7.2.1 any use or disclosure authorised by the Company or required by law; or

- 7.2.2 any information which is already in, or comes into, the public domain otherwise than through Amber Harvest's or the Individual's unauthorised disclosure.
- 7.3 At any stage during the Engagement, Amber Harvest will promptly on request return to the Company all and any Company Property in its or the Individual's possession.

## **8 Data Protection**

- 8.1 To the extent applicable, Amber Harvest and the Company will comply with the UK Data Protection Legislation and the Data Privacy Act of the Philippines.

## **9 Intellectual property**

- 9.1 Amber Harvest warrants to the Company that it has obtained from the Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for Amber Harvest any such rights in which the legal title has not passed (or will not pass) to Amber Harvest. Amber Harvest agrees to provide to the Company a copy of this assignment on or before the date of this agreement.
- 9.2 Amber Harvest hereby assigns to the Company all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, Amber Harvest holds legal title in these rights and inventions on trust for the Company
- 9.3 Amber Harvest undertakes to the Company:
- 9.3.1 to notify to the Company in writing full details of all Inventions promptly on their creation;
- 9.3.2 to keep confidential the details of all Inventions;
- 9.3.3 whenever requested to do so by the Company and in any event on the termination of the Engagement, promptly to deliver to the Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power;
- 9.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Company; and
- 9.3.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Company, and confirms that the Individual has given written undertakings in the same terms to Amber Harvest.
- 9.4 Amber Harvest warrants that:
- 9.4.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- 9.4.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- 9.4.3 the use of the Works or the Intellectual Property Rights in the Works by the Company will not infringe the rights of any third party and confirms that the Individual has given written undertakings in the same terms to Amber Harvest.
- 9.5 Amber Harvest agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by Amber Harvest to the Company during the course of providing the Services.

- 9.6 Amber Harvest acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to Amber Harvest in respect of the performance of its obligations under this clause 9.
- 9.7 Amber Harvest undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Company and at any time either during or after the Engagement, as may, in the opinion of the Company, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Company and to defend the Company against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. Amber Harvest confirms that the Individual has given written undertakings in the same terms to Amber Harvest.
- 9.8 Amber Harvest irrevocably appoints the Company to be its attorney in its name and on its behalf to execute documents, use Amber Harvest's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause.

## 10 Termination

- 10.1 Notwithstanding the provisions of clause 2.2, the Company may terminate the Engagement with 7 (seven) working days prior notice and without any liability to make any further payment to Amber Harvest (other than in respect of amounts accrued before the Termination Date) if at any time:
- 10.1.1 Amber Harvest or the Individual commits any gross misconduct affecting the Business of the Company and/or any Group Company;
- 10.1.2 Amber Harvest or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company;
- 10.1.3 the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed); or
- 10.1.4 Amber Harvest or the Individual is, in the reasonable opinion of the Board, negligent or incompetent in the performance of the Services;
- 10.1.5 the Individual is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984
- 10.1.6 Amber Harvest makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to Amber Harvest;
- 10.1.7 the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 14 days in any 4-week consecutive period;
- 10.1.8 Amber Harvest does not comply with Clause 2.1;
- 10.1.9 Amber Harvest or the Individual breaches the obligations contained in Clause 3.11 to clause 3.12;
- 10.1.10 Amber Harvest or the Individual commits any breach of the Company's policies and procedures; or
- 10.1.11 the Individual and/or Amber Harvest is guilty of a serious breach of the requirements, rules or regulations as amended from time to time of the London Stock Exchange plc, the Financial Conduct Authority, the Market Abuse Regulation (596/2014/EU) ("MAR") and any directly applicable regulation made under MAR or any regulatory authorities relevant to the Company or any Group Company or any code of practice, policy or procedures manual issued by the Company (as amended from time to time) relating to dealing in the securities of the Company;
- 10.1.12 Amber Harvest or the Individual commits any offence under the UK Bribery Act 2010.

- 10.2 The rights of the Company under clause 10.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of Amber Harvest as having brought the Agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of these rights.

## **11 Obligations on termination**

- 11.1 On the Termination Date Amber Harvest shall, and shall procure that the Individual shall:
- 11.1.1 immediately deliver to the Company all Company Property and original Confidential Information which is in its or his possession or under its or his control;
- 11.1.2 subject to the Company's data retention guidelines, irretrievably delete any information relating to the Business of the Company or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Company. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
- 11.1.3 provide a signed statement that it or he has complied fully with its or his obligations under this clause 11, together with such evidence of compliance as the Company may reasonably request.

## **12 Status**

- 12.1 The relationship of Amber Harvest (and the Individual) to the Company will be that of independent contractor and nothing in this Agreement shall render it (nor the Individual) an employee, worker, agent or partner of the Company and Amber Harvest shall not hold itself out as such and shall procure that the Individual shall not hold himself out as such.
- 12.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly Amber Harvest shall be fully responsible for and shall indemnify the Company or any Group Company for and in respect of:
- 12.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law; Amber Harvest shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Company's negligence or wilful default;
- 12.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.
- 12.3 The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to Amber Harvest, to the extent that such payment relates to the individual or individuals the liability relates to.

## **13 Notices**

- 13.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service or reputable international courier service at its registered office (if a company) or its principal place of business (in any other case)
- 13.2 Any notice or communication shall be deemed to have been received:
- 13.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

- 13.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- 13.2.3 if sent by a reputable international courier service, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service.
- 13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.4 A notice given under this Agreement is not valid if sent by e-mail.

#### **14 Entire Agreement**

- 14.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 14.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 14.4 Nothing in this clause shall limit or exclude any liability for fraud.

#### **15 Variation**

No variation of this Agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **16 Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

#### **17 Third party rights**

- 17.1 A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 17.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

#### **18 Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **19 Dispute Resolution**

**Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof..**

**THIS AGREEMENT** has been entered into and delivered as a deed on the date stated at the beginning of it.

**Schedule 1 Services**

Details of the services to be carried out:	Management Services
The location(s) where the services are to be performed:	Outside of the Philippines.
Person to whom Amber Harvest/the Individual should report:	The Board
Commencement date	1 January 2023

[ON HEADED NOTEPAPER OF INDIVIDUAL.]

The directors of  
Metals Exploration Pte Ltd  
6 Temasek Boulevard, 29-00  
Suntec Tower Four  
Singapore 038986

[DATE]

Dear Sirs,  
**Contract for Services**

In consideration of Metals Exploration Pte Ltd (**Company**) agreeing to enter into the contract for services (**Agreement**) with Amber Harvest Investments Pte Limited (**Amber Harvest**) of today's date, a copy of which is attached to this letter, I hereby agree the following:

1. I warrant that Amber Harvest is and shall at all times be entitled to enter into the agreement and make available my services to the Company in accordance with the terms of the agreement.
2. I am aware of the terms and conditions of the FTAA No. 04-2009-11 between the Company's subsidiary, FCF Minerals Corporation (FCF) and the Republic of the Philippines and shall at all times duly observe and perform the obligations of FCF thereunder.
3. I agree that I shall procure that Amber Harvest shall at all times duly observe and perform the obligations contained in the agreement (including compliance with any relevant policies or procedures of the Company) and I undertake to indemnify the Company on demand in respect of any loss, liability, costs (including reasonable legal costs), damages or expenses it may suffer as a result of any failure by Amber Harvest to perform those obligations.
4. Notwithstanding paragraph 3, and without prejudice to any rights the Company may have against Amber Harvest, I agree that, if I cease to be employed by Amber Harvest or Amber Harvest ceases to exist or otherwise fails or is unable to duly observe and perform its obligations under the agreement, I shall observe and be bound by each and all of the terms of the agreement as if I were a party in place of Amber Harvest.
5. I undertake that I shall look solely to Amber Harvest for all compensation for any services to be performed by me under the agreement and I confirm that there is no contract of employment between the Company and me.
6. I have already disclosed to the Board the significant commitments I have outside my role in the Company. I undertake to inform the Board in advance of any changes to these commitments. In certain circumstances, I may have to seek the Board's agreement before accepting further commitments which either might give rise to a conflict of interest or a conflict with any of my duties to the Company, or which might impact on the time that I am able to devote to my role at the Company.
7. I acknowledge the need to hold and retain Company information (in whatever format I may receive it) under appropriately secure conditions.
8. I am aware of the requirements under both law and regulation on the disclosure of inside information, in particular to Market Abuse Regulation (596/2014/EU), the Disclosure Guidance and Transparency Rules of the UK Listing Authority and section 52 of the UK Criminal Justice Act 1993 on insider dealing. I undertake to avoid making any statements that might risk a breach of these requirements.
10. I undertake and agree with the Company that the terms of clause 7 (Confidential information), clause 8 (Data protection) and clause 9 (Intellectual property) of the agreement apply as if they are direct undertakings and agreements between us.

11. I undertake that no breach by Amber Harvest of any of its obligations to me shall constitute or

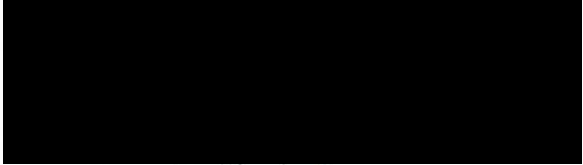
be deemed to constitute a breach by the Company under the Agreement. Accordingly, notwithstanding any such breach by Amber Harvest, I undertake to fulfil all of my obligations under this letter and as envisaged by the agreement if and for so long as the Company fulfils its obligations to Amber Harvest.

Yours faithfully,

**Darren Bowden**



Executed and Delivered as a deed  
by **Metals Exploration Pte Ltd** acting  
by Archie, a director, in the presence of:



Director



Signature of Witness

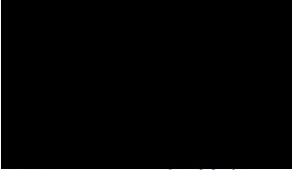
Name:

Address:

Occupation:

*Michael Hingovlan*  
*57A First St, Lymington, UK.*  
*Chartered Accountant*

Executed and Delivered as a deed by  
**Amber Harvest Investments Pte Ltd.**  
acting by **Brian Gordon**, a director, in the  
presence of:



Brian Gordon  
Director



Signature of Witness

Name: *EVIECK JENIE*

Address: *7 ONE NORTH GATEWAY #07-19 SINGAPORE 138642*

Occupation: *LAWYER*